

or impaired by Participant, Farmland shall have the right to terminate this Participation Agreement.

4. **Participant Information.** Participant further agrees to make available and to provide to ABP all other information and data in the Participant's possession or control that are necessary to audit and validate Participant's compliance with the System Standards. Participant acknowledges that the transfer of data through the Internet is a reasonable and generally accepted method of transferring business information, and Participant agrees to fully cooperate with and participate in any Internet data transfer program organized or administered by ABP.

5. **Marketing Agreement.** Participant shall maintain an existing marketing agreement with Farmland or enter into a marketing agreement with Farmland for the delivery of all market hogs containing Triumph genetics to Farmland ("Marketing Agreement"). In the event a valid Marketing Agreement between the Participant and Farmland ceases to exist or Participant fails to comply with its obligations under the Marketing Agreement, Farmland shall have the right to terminate this Participation Agreement.

6. **ABP Participation Fee.** Participant agrees to pay to Farmland a fee in the amount of \$0.50 per market hog marketed to Farmland under the Participant's Marketing Agreement ("ABP Participation Fee"), starting on the date of this Agreement. Participant authorizes Farmland to deduct the ABP Participation Fee directly from each settlement payment to Participant for delivery of market hogs under the Marketing Agreement.

7. **Term.** The term of this Agreement shall be four (4) years, beginning on the effective date set forth on page 2 of this Agreement ("Term"). In the event of a termination of the Member Agreement, Farmland may terminate this Agreement and the Marketing Agreement. Upon expiration of the Term, the ABP Participation Fee will no longer be collected by Farmland.

8. **Authority.** Each individual executing this Agreement on behalf of the Participant represents that he or she has full authority to bind the Participant to all terms and conditions of this Agreement. Each of

the parties to this Agreement represents that he or she has full individual, partnership or corporate authority to enter into this Agreement. Each party agrees to provide evidence of such authority upon request by the other party.

9. **Limitation of Liability.** Participant's exclusive remedy for any and all losses or damages resulting from this Agreement and/or the Member Agreement and activities associated with such sale, including but not limited to a claim of breach of warranty, breach of contract, negligence or strict liability, shall be limited to replacement value of the Triumph genetics delivered for which such claim is proved. **UNDER NO CIRCUMSTANCES SHALL FARMLAND, TRIUMPH, AND/OR THE OWNERS OF TRIUMPH BE LIABLE TO PARTICIPANT FOR ANY OTHER LOSSES, DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

10. **Force Majeure; Government Allocation.** Neither party shall be liable to the other party for any demurrage, loss or damage resulting from any delay or for failure to make or accept deliveries caused by or arising out of acts of God or the elements, wars, public disorders, storms, sabotage, strikes, labor difficulties, when raw materials or supplies are interrupted or unavailable, or any other cause beyond such party's reasonable control. Upon a party's giving of notice and explanation of such force majeure to the other party, the obligations of the parties hereto shall be suspended from the date of such notice and for the continuance of any inability to perform so caused. Without limiting the foregoing, Farmland or Triumph shall not be required to remove such cause or replace the affected source of supply if it shall involve additional capital expense or a departure from Triumph's normal procedures. Nothing contained in this Agreement shall be construed to relieve Participant of Participant's obligations to promptly pay Triumph in full for Triumph genetics delivered to Participant or other monetary obligations of Participant hereunder.

11. **Compliance & Safety.** Participant shall comply at all times with all applicable laws and regulations, including environmental laws and regulations, in Participant's operation of the facilities.